

24. Approve Amendment #1 to PS-5117-02/BJC – Preliminary Engineering and Final Design Services for East Lake Brantley Road Improvements, with Avcon, Inc., Orlando (\$150,000.00).

PS-5117-02/BJC provides for preliminary engineering and final design services for East Lake Brantley Road Improvements (from Wekiva Springs Road to S.R. 434). The project total length is approximately 0.6 mile. The purpose of this improvement is to look at feasible solutions for retrofitting this road with sidewalks, drainage improvements, and explore the possibilities of three laning the whole roadway and rebuild roadway where structure failures are eminent. Engineering services for the corridor analysis will include the design, permitting and the preparation of a complete set of construction bid documents for the project. Based on the preliminary engineering report, amendment #1 will increase the not-to-exceed contract amount of the Master Agreement to allow for the final design engineering contract to proceed.

Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order will be negotiated on an as-needed basis for each project. The following is a summary of the cost of the contract:

Original Contract Sum	\$250,000.00
Add Amendment #1	<u>150,000.00</u>
Revised Contract Sum	\$400,000.00

Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the Chairman to execute the Amendment as prepared and approved by the County Attorney's Office with no major deviation in terms and pursuant to the requirements of the Professional Services documents.

**FIRST AMENDMENT TO PRELIMINARY ENGINEERING AND FINAL DESIGN SERVICES
MASTER AGREEMENT (PS-5117-02/BJC)
EAST LAKE BRANTLEY ROAD IMPROVEMENTS**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 27th day of August, 2002 between **AVCON, INC.**, whose address is 604 Courtland Street, Suite 300, Orlando, Florida 32804-1344, hereinafter referred to as "ENGINEER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the ENGINEER and COUNTY entered into the above-referenced Agreement on August 27, 2002 for engineering and final design services for East Lake Brantley road improvements; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the ENGINEER for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then ENGINEER shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the

applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the ENGINEER under this Agreement, including reimbursable expenses, shall not exceed the sum of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00)

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

AVCON, INC.

DICK BALDOCCHI
Vice-President

By:_____
SANDEEP SINGH
President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
DARYL G. MCLAIN, Chairman

Date:_____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their_____, 20____
regular meeting.

County Attorney
AC/lpk
3/25/03
lam-ps-5117